



**RETURN TO  
STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION  
1100 ST. FRANCIS DR., ROOM 2016 (87505)  
PO DRAWER 6850  
SANTA FE, NEW MEXICO 87502-6850  
(505) 827-0472**

GSD/PD 002-D (Rev. 1/09)

IMPORTANT  
PLEASE INDICATE BID NUMBER  
AND OPENING DATE ON THE LEFT  
BOTTOM CORNER OF YOUR  
BID ENVELOPE

**Bidder**

**Invitation to Bid  
Price Agreement**

Note: "NO BID" does not require a return of this document

Bid number: 10-667-00-14546

Commodity code(s): 25173700, 25191700, 26101500,  
26101600, 26101700

**Ship To:**  
New Mexico Environment Department  
Air Quality Bureau  
1301 Siler Road, Bldg. B  
Santa Fe, New Mexico 87507

Formal sealed bid opening:  
Place: NM State Purchasing Division office  
Date: November 23, 2010  
Time: 2:00 PM

**Invoice:**  
Same as "Ship To"

If you have any questions regarding this Invitation To Bid please contact:  
Procurement Specialist: Eric Sanchez   
Telephone No.: (505) 827-0554

Agency requested delivery: As Requested

Commodity: Emissions Reduction from Existing Diesel Engines per DERA

**IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.** Sealed bids will be received until the above specified date and local time, then publicly opened at the New Mexico State Purchasing Division Office and read aloud. This bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

**TO BE A VALID BID, BID MUST BE SIGNED**

**BIDDER MUST COMPLETE THE FOLLOWING**

Company: \_\_\_\_\_ Telephone no.: \_\_\_\_\_

Signature: \_\_\_\_\_ Print or type name: \_\_\_\_\_

Federal tax ID#: \_\_\_\_\_

\_\_\_\_\_ My organization has ten or more employees and my pay equity report (PE10-249) is attached

\_\_\_\_\_ (Enter number 1 or number 2) My organization is exempt from the pay equity reporting requirement because (1) I have fewer than ten employees AND do not have at least eight employees in the same job classification, or (2) I do not have any employees performing work within the State of New Mexico.

**ADDITIONAL BIDDER INFORMATION**

NM 5% resident preference certification number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Payment terms: \_\_\_\_\_ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point Must be Destination, unless otherwise indicated by the NM State Purchasing Agent

Vendor's Delivery: \_\_\_\_\_ (May be considered in the award)

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS(S):

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_ Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

 RM 

## State of New Mexico General Services Department Purchasing Division

### TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variations has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - A. Neither the order, nor any interest therein, nor any claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - B. Vendor agrees that any and all claims for overcharge resulting from antitrust Violations which are borne by the State as to goods, services, and materials Purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vender gives for such to any customer for such supplies or services, and that the rights remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of Merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and invoicing:**
  - A. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
  - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - C. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-Collusion:** In signing this bid, the Vendor certifies he/she has not either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.,1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: late payment charges maybe assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and tales pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable tales when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

**State of New Mexico  
General Service Department  
Purchasing Division**

**IMPORTANT BIDDING INFORMATION**

**RESIDENT MANUFACTURER PREFERENCE** – To expedite the determination of eligibility for the 5% resident Manufacture Preference, vendor must complete the following if applicable

**I (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED:** \_\_\_\_\_

**AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED, OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.**

**SIGNATURE OF BIDDER:** \_\_\_\_\_  
(Vendor must sign)

**RESIDENT PREFERENCE** – PURSUANT TO SECTIONS 13-1-1 & 13-4-2 NMSA 1978, BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING.

All Bidders must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder:

**NO FINANCIAL INTEREST**                       **YES FINANCIAL INTEREST**

**IF YES, SPECIFY, BY NAME:** \_\_\_\_\_

**BID TABULATIONS WILL BE POSTED TO OUR WEBSITE APPROXIMATELY TWO WEEKS AFTER BID OPENING DATE. TO ACCESS GO TO [www.generalservices.state.nm.us/spd/](http://www.generalservices.state.nm.us/spd/), click on BID TABULATION.**

**FAILURE OF BIDDERS TO COMPLETE BIDDING DOCUMENTS IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED IS CAUSE FOR THIS OFFICE TO REJECT BIDS.**

Brand names and numbers are for reference only, equivalents will be considered. If bidding "Equivalent" **BIDDERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST, PERFERABLY WITH BID TO AVOID DELAY INAWARD.**

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match existing equipment.

If any bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the State Purchasing Agent, in writing, **AT LEAST SEVEN (7) DAYS PRIOR** to the bid opening date.

Bidders must, upon request of the State Purchasing Agent's Office, provide information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent reserves the right to require a bidder to furnish a Performance Bond **PRIOR TO AWARD**, where the bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the bidder.

**State of New Mexico  
General Services Department  
Purchasing Division**

Unless otherwise indicated in the bid specifications samples of the items, when required, shall be free of expense to the State of New Mexico prior to the time set for the opening of bid. Samples not destroyed or mutilated in testing, will be returned upon request by mail, express or freight, COLLECT. Each sample must be labeled to clearly show the bid number, regardless of any attempt by a bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

**AWARDS**

**Determination of lowest bidder** – Following determination of product acceptability if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the State in accordance with the specifications, terms & conditions set forth in the Invitation to Bid/Request for Quotation.

The state Purchasing Agent reserves the right to award this Invitation to Bid/Request for Quotation in total; by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms; which ever, in his/her judgment, best serves the interest of the State of New Mexico.

The N.M. State Purchasing Director or his/her designee reserves the right to accept and/or reject any and all bid, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the State of New Mexico.

**SPECIAL NOTICE** – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legible in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes, Such corrections must be properly identified and signed or initialed by bidder. Re-submittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent.

**F.O.B. DESTINATION** – Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title of the goods. LAWS OF New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to **F.O.B. DESTINATION** may cause bid to be declared non-responsive.

**IF YOU ARE AN INDIVIDUAL WITH A DISABILITY AND YOU REQUIRE ACCOMODATIONS SUCH AS A HEARING INTERPRETER TO ATTEND OUR BID OPENINGS, PLEASE CONTACT PAULA SALAZAR (505-827-0474) OF THIS OFFICE AT LEAST 5 WORKING DAYS PRIOR TO THE SCHEDULED BID OPENING.**

## IMPLEMENTATION GUIDANCE

### EXECUTIVE ORDER 2007-049, Revision 1 December 24, 2007

#### I. SCOPE

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

#### II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

**"Contractor"** means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

**"Employer"** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

**"Expected Annual Value"** means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

**"Incremental Plan"** means the phased in requirements set forth in the Executive Order.

**"New Mexico Employee"** means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

**"Offer"** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

**"Solicited and Awarded"** means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

**"Solicitations"** means ITBs and RFPs.

#### III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.
5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

#### IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

“New Mexico Employees Health Coverage”

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), the Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of two hundred fifty thousand dollars (\$250,000), five hundred thousand dollars (\$500,000) or one million dollars (\$1,000,000), depending on the dollar value threshold in effect at the time.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

#### V. EFFECTIVE DATE

This implementation Guidance shall be effective December 1, 2007.

#### NEW MEXICO PAY EQUITY INITIATIVE

"For all contracts solicited on or after July 1, 2010, and before October 1, 2010: If the offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, offeror must agree to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) within thirty (30) calendar days of contract award."

"For contracts that exceed beyond one (1) calendar year, or are extended beyond one (1) calendar year, offeror must also agree to complete and submit the required reporting form annually within thirty (30) calendar days of the annual contract anniversary date and, if more than one hundred eighty (180) calendar days has elapsed since submittal of the last report, at the completion of the contract."

"Should offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement."

"Offeror must also agree to levy these reporting requirements on any subcontractor performing more than ten percent (10%) of the dollar value of this contract if said subcontract meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement."

The PE10-249 or PE250 forms are available at the following website:  
<http://www.generalservices.state.nm.us/spd/guidance.doc>

**State of New Mexico  
General Services Department  
Purchasing Division**

**Department  
Price Agreement**

**ARTICLE I – STATEMENT OF WORK**

Under the terms and conditions of this Price Agreement the using agency may issue orders for items and/or services described herein.

The terms and conditions of this price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be listed under **ARTICLE IX – Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**ARTICLE II –TERM**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

**ARTICLE III –SPECIFICATIONS**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX - Price Schedule**. Orders issued against this schedule will show the applicable price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS**

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II – TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If Vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

**ARTICLE V - TERMINATION**

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of termination OF THE Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS**.

**ARTICLE VI – AMENDMENT**

This Price Agreement may be amended by mutual agreement of the NM State purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration of contract are not allowed unless specifically provided for in the bid and contract documents.

**ARTICLE VII – ISSUANCE OR ORDERS**

**Only written signed orders are valid under this Price Agreement.** Form SPD-001A is the approved form for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize Form SPD-001A or forms adapted by them for their own use.

**ARTIUCLE VIII – PACKING (IF APPLICABLE)**

Packing shall be in conformance with standard commercial practices.

**ARTICLE IX – PRICE SCHEDULE**

Prices as listed in the Price Schedule hereto attached **ARE FIRM**.



STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION  
PRICE AGREEMENT #: 10-667-00-14546

ITEM * APPROX* UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
* QTY *		*

**“Desirable”** the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

**“Mandatory”** the terms “must,” “shall,” “will,” “is required,” or “are required” identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

**“Minimum”** a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

**“NMED”** means New Mexico Environment Department

**“State Purchasing Agent”** or **“SPA”** means the purchasing agent for the State of New Mexico at General Services Department (GSD) or a designated representative thereof.

**“State Purchasing Division”** or **“SPD”** means the Purchasing Division for the State of New Mexico at General Services Department (GSD).

**“Sub-recipient”** means the legal entity (any public or private entity including, but not limited to, a Municipality, County, State Agency, School District, School Bus Company, non-profit organization, or private diesel fleet) to which a sub-award is made and which is accountable to the recipient for the use of the funds provided.

**“Sub-award”** means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient to an eligible sub-recipient or by a sub-recipient to a lower tier sub-recipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services.

**“QA”** means Quality Assurance.

**“Quality Assurance”** means sub-recipient’s formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.

**4. Background:**

Diesel emissions accounted for 6.3 million tons of oxides of nitrogen (NOx) and 305,000 tons of particulate matter (PM) in the national mobile emissions inventory (2004). The emissions are from a variety of on-road and non-road vehicles, such as those used for freight, ports, transit, construction and agriculture.

Reducing emissions from diesel engines is one of the most important air quality challenges facing the country. Even with more stringent heavy-duty highway and non-road engine standards in effect, millions of diesel engines already in use will continue to emit large amounts of nitrogen oxides, particulate matter and air toxics, which contribute to serious public health problems. These problems cause thousands of premature deaths, hundreds of thousands of asthma attacks, millions of lost work days, and numerous other negative health impacts every year.



ITEM * * QTY *	APPROX* * UNIT *	UNIT * * QTY *	ARTICLE AND DESCRIPTION	* *	UNIT PRICE
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control, such as a closed crankcase filtration system. To be eligible for funding, the retrofit must be verified by EPA or the California Air Resources Board (CARB), or the applicant can provide documentation on the pollutant reductions provided by the proposed retrofit equipment or documentation that the technology is sole-source technology for the that particular application. Please refer to the internet link listed below for more information on EPA and CARB verified technologies. Please note that technologies on the “Formerly Verified” lists are not eligible for funding.

See this website for a list of EPA verified retrofit technologies: <http://www.epa.gov/otaq/retrofit/verif-list.htm> or for a list of CARB verified technologies visit: <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>.

NOTE: New emission standards in the highway sector took effect in 2007 and will affect future model year highway heavy-duty vehicles and engines. For non-road engines, new EPA standards were phased-in in 2008. Emission reductions from retrofits of post-2007 and post-2008 vehicles, engines and equipment will be considered, if the technologies, devices or systems proposed in the proposal package will achieve emissions reductions beyond that required by EPA regulations at the time of engine certification.

2) Idle Reduction

An idle reduction project is generally defined as the installation of a technology or device that (a) is designed to provide services (such as heat, air conditioning and/or electricity) to vehicles and equipment that would otherwise require the operation of the main drive engine while the vehicle is temporarily parked or remains stationary, and (b) reduces unnecessary idling of such vehicles or equipment. EPA has verified four categories of idle reduction technologies: (1) auxiliary power units and generator sets; (2) battery-powered air conditioning systems and thermal storage systems; (3) electrified parking spaces (truck stop electrification); and (4) fuel operated heaters. Proposals submitted for electrified parking spaces shall address the following in the narrative: the proposed installation location, number of spaces, estimated occupancy rates, estimated emissions reduction, description of technology, the manufacturer's name and the name of agency that is verifying the technology. Also, if the proposal is for electrified parking spaces only, do not complete the spreadsheets. Idle reduction technology must be EPA or CARB verified. Idle reduction technologies, such as auxiliary power units, must not emit more pollutants than the main engine of the truck itself. A current list of EPA verified idle reduction technologies is available at: [EPA verified idle reduction technologies](#).

3) Engine Upgrade

An engine upgrade is defined as an engine that is rebuilt or remanufactured to meet higher federal emission standards. Some engines can be upgraded by applying manufacturer recommended upgrades (or kits) to certified or verified configurations. This funding can cover up to one hundred percent (100%) of the cost (labor and equipment) for an engine upgrade with a manufacturer’s kit listed in CARB or EPA’s verified lists, or engine upgrade to an EPA certified configuration. A list of EPA verified technologies is available at <http://www.epa.gov/otaq/retrofit/verif-list.htm>. A list of CARB verified technologies is available at <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>.

Funding cannot be applied to the entire cost of an engine rebuild but only the emissions reducing upgrade kit and associated labor costs for installation. For example, funding is not available for work on the transmission, radiator, differential or tandem drives. Also, work performed in areas not included in the manufacturer’s upgrade kit will not be considered a funding contribution and will not be considered for funding assistance under this project.

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4) Engine Re-power

Engine re-power refers to the removal of an existing engine and its replacement with a newer or cleaner engine that is certified to a more stringent set of engine emissions standards. Engine replacements may include diesel engine replacement with an engine certified for use with a cleaner fuel (such as compressed natural gas or propane). Engine replacements are eligible for funding on the condition that all of the following criteria are satisfied:

- a. The replacement engine will perform the same function as the engine that is being replaced;
- b. The replacement engine will be of similar horsepower as the engine being replaced;
- c. The applicant shall certify that the engine was not already scheduled to be replaced under normal attrition;
- d. The engine being replaced shall be operational;
- e. The replacement engine shall be certified to emit twenty-five percent (25%) less NOx than the existing engine based on the federal standard for that engine; and
- f. The engine being replaced shall be scrapped (rendered permanently disabled) or returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. Drilling a hole in the engine block and manifold while retaining possession of the engine is an acceptable scrapping method. Other methods may be considered and will require prior NMED approval. If scrapped or salvaged parts are to be sold, this income shall be reported to NMED and subtracted from the total project cost. The disposal of the original engine shall take place within sixty (60) days of receiving funding from NMED, and evidence of appropriate disposal will be required. If you are awarded with funding assistance to replace an engine, you will be required to provide information regarding the disposal activities and, if applicable, identify (name, address and phone number) the company that will scrap the engine. Dated photographs are one form of acceptable evidence as long as the photographs depict the engine within seven days BEFORE and within seven days AFTER destroying or rendering it inoperable. The engine serial number of the original engine must be provided in the final report to NMED. Awardees will be required to return funds if they fail to meet the scrapping requirements.

5) Vehicle/Equipment Replacement

Vehicle/equipment replacement projects can include the replacement of diesel vehicles/equipment with newer, cleaner diesel, diesel hybrid or alternative fuel vehicles/equipment. NMED encourages the replacement of older vehicles and equipment containing engines that were manufactured prior to the implementation of emissions standards. Equipment replacements are eligible for funding on the condition that all of the following criteria are satisfied:

- a. The vehicle/equipment must have been registered (if used on-road) and used in New Mexico for the preceding two (2) years, unless otherwise approved by NMED;
- b. The replacement vehicle/equipment will perform the same function as the vehicle/equipment that is being replaced (i.e., an excavator used to dig pipelines would be replaced by an excavator that digs pipelines);
- c. The replacement vehicle/equipment will be of the same type and similar gross vehicle class or horsepower as the vehicle/equipment being replaced (i.e., three hundred (300) horsepower bulldozer is replaced by a bulldozer of similar horsepower);
- d. The vehicle/equipment being replaced shall be operational;
- e. The applicant shall certify that the vehicle/equipment was not already scheduled to be replaced under normal attrition;
- f. Funds cannot be used for fleet or equipment inventory expansion;
- g. Non-road and highway diesel heavy-duty vehicles and equipment can be replaced under this program with newer, cleaner vehicles and equipment that operate on diesel or alternative fuels and meet the more stringent set of engine emissions standards for 2010 models and newer; and

STATE OF NEW MEXICO  
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h. The vehicle/equipment and engine being replaced shall be scrapped (rendered permanently disabled). The engine may be returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. An acceptable scrapping method is drilling a hole in the engine block and manifold and disabling the chassis while retaining possession of the vehicle/equipment. Other methods may be considered and will require prior NMED approval. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (i.e. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged equipment/parts are to be sold, this income must be reported to NMED and subtracted from the total project cost. The applicant must agree to destroy the old vehicle/equipment (including the engine) within sixty (60) days of receiving funding assistance by NMED, and evidence of appropriate disposal is required. If you are awarded funding assistance to replace a vehicle or piece of equipment, you will be required to provide information regarding the scrapping activities and, if applicable, identify (name, address and phone number) the company that will scrap the equipment and engine. One form of acceptable evidence for on-road vehicles may be providing a history report from the Tax and Revenue Department Motor Vehicles Division that shows the vehicle has been scrapped. Dated photographs are another form of acceptable evidence as long as the photographs depict the equipment and engine within seven (7) days BEFORE and within seven (7) days AFTER destroying/rendering it inoperable. The engine serial number of the original engine must be provided in the final report to NMED. Awardees will be required to return funds if they fail to meet the scrapping requirements.

6) Cleaner Fuel Use.

Cleaner fuels include, but are not limited to, ultra-low sulfur diesel fuel (for non-road vehicles, engines and equipment prior to EPA's mandate), biodiesel, diesel emulsions or additives verified by EPA or CARB, compressed natural gas, propane and other certified alternative fuels. Funding available under this program can be used to cover the cost differential between the cleaner fuel and conventional diesel fuel. Note: This funding cannot be used for fueling infrastructure, such as that used for the production and/or distribution of fuel such as biodiesel, or compressed natural gas fueling stations. A list of EPA verified technologies is available at <http://www.epa.gov/otaq/retrofit/verif-list.htm>. A list of CARB verified technologies is available at <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>

The following table represents maximum percentages that NMED will fund based on the type of project and entity.

Projects must include one (1) or more of the following diesel emissions reduction solutions:

PROJECT TYPE	FUNDING PERCENTAGE
Retrofit	100%
Idling Reduction	100%
Engine Upgrade (emission reduction costs only)	100%
Engine Re-power	100%
Vehicle Replacement*	Incremental**

\* Must meet 2010 emission standards. Replacement vehicles can have a 25% increase in horsepower and GVWR over the vehicle that is being replaced.

\*\* Fifty percent for on and off road vehicles. Seventy five percent for school buses, alternative fueled and hybrid vehicles.

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**E. Ineligible Projects**

- 1) Projects for research and development or emissions testing and/or monitoring activities, including the acquisition cost of emissions testing equipment;
- 2) Projects for fueling infrastructure, such as that used for the production and/or distribution of fuel such as biodiesel, or compressed natural gas fueling stations;
- 3) Projects used to fund the costs of emissions reductions that are mandated under Federal, State, or local law, pursuant to Section 792(d)(2) of the Energy Policy Act of 2005; however, projects are eligible that will be used for early compliance with laws, rules, regulations or ordinances which have not yet gone into effect or to reduce emissions in excess of (above and beyond) those required by the applicable mandate;
- 4) Projects used for fleet or equipment inventory expansion; and
- 5) Projects to replace engines and/or equipment that were already scheduled to be replaced under normal attrition.

**F. Deliverables**

The purchase and/or installation of eligible equipment for eligible projects as described in the Scope of Work and Acceptance provisions herein.

**6. Technical Progress Summary:**

Quarterly progress reports and a detailed final report will be required along with detailed itemized funding assistance and/or reimbursement requests. Copies of invoices are required to receive reimbursement from NMED. Quarterly reports shall summarize technical progress, expenditures and planned activities for the next quarter. The schedule for submission and format of quarterly reports will be established by NMED after the awards are made. The final report shall include a summary of the project or activity, description of advances achieved and costs of the project or activity. In addition, the final report shall discuss the problems, successes and lessons learned from the project or activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere. The final report shall be submitted to NMED by August 31, 2011.

**7. Funding:**

The EPA awarded to the NMED a grant allocation from the Diesel Emissions Reduction Act. The total amount of available funding for this bid is approximately \$235,294.00.

The NMED is hopeful that applicants will be willing and able to provide leveraged funds for their proposed projects. If NMED accepts an offer for a voluntary cost share/match/participation, applicants must meet their share/match/participation commitment as a condition of receiving NMED funding. The applicant should also provide certification that the project would not have occurred without this funding assistance.

A sub-recipient must demonstrate that it selected the contractor(s) competitively or that a proper noncompetitive sole-source award will be made to the contractor(s), that efforts were made to provide small and disadvantaged businesses with opportunities to compete, and that some form of cost or price analysis was conducted. NMED may not accept sole-source justification for Price Agreements for services or products that are otherwise readily available in the commercial marketplace. Applicants are required to identify contractors or consultants in their proposal. However, this does not relieve the applicant of its obligations to comply with competitive procurement requirements, nor does it guarantee that costs incurred for such contractor/consultant will be eligible under the award/cooperative agreement.









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- 7) Cost Effectiveness, why is the technology chosen most appropriate for your fleet/equipment. Provide an estimate of proposed project costs and the cost effectiveness of emission reductions (dollar/ton reduction).
- 8) Describe the provisions for the monitoring and verification of the project
- 9) Provide information on all project partners and their various roles, and any leveraged resources
- 10) Provide information on the sustainability of the project beyond the assistance agreement period

**C. Budget**

Please include the following estimates. For more information, see the Funding section.

- 1) Administration costs (no more than 5%)
- 2) Equipment costs, include installation costs
- 3) Other costs directly related to the project
- 4) Scrap value of equipment and/or engine if being replaced
- 5) Total project cost (Total project cost equals "costs" minus "scrap value")
- 6) Matching funds or other financial incentives/assistance
- 7) Total Funding requested

**D. Equipment Information**

See Attachment B.

**E. Programmatic Priorities**

Please address how the project meets the programmatic priorities listed below:

- 1) Maximizes public health benefits;
- 2) Are the most cost-effective;
- 3) Are in areas with high population density, that are poor air quality areas (including nonattainment or maintenance of national ambient air quality standards for a criteria pollutant; Federal Class I areas; or areas with toxic air pollutant concerns);
- 4) Are in areas that receive a disproportionate quantity of air pollution from diesel fleets, including truck stops, ports, rail yards, terminals, and distribution centers or that use a community-based multi-stakeholder collaborative process to reduce toxic emissions;
- 5) Include a certified engine configuration or verified technology that has a long expected useful life;
- 6) Maximize the useful life of any certified engine configuration or verified technology used or funded by the eligible entity;
- 7) Conserve diesel fuel; and

**F.** Bidder shall promptly notify the NMED of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

**G.** The NMED shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.



**NEW MEXICO  
ENVIRONMENT  
DEPARTMENT**

**CLEAN DIESEL GRANT  
PROGRAM**

**INVITATION TO BID  
SAMPLE APPLICATION**



**Note: This document is intended to be an example to assist in the preparation of a grant proposal. It is not intended to be used verbatim, but rather to serve as a sample for eligible entities as they craft their individual proposals.**

**An organization that chooses to use this example should take care to make changes that reflect the individual organization and the specific requirements of the Request for Proposals. Please be aware that each Request for Proposals will differ slightly in its instructions and requirements. Failure to follow RFP instructions exactly may result in ineligibility.**

## **New Mexico Clean Diesel Grant Program Invitation to Bid Application**

Organization Name Windy City  
Mailing Address 4321 Lost Dirt Road, Windy City City NM 87000  
Physical Address 1234 Wash Board Rd, Windy City City, NM 87000  
County Dusty  
Project Manager Jon Smith  
Phone 505-466-1234  
Fax 505-466-4321  
Email [jsmith@windycity.org](mailto:jsmith@windycity.org)  
Date 10-10-10

Project Type Exhaust Emission Retrofit

**Total Funding Requested \$217,000**

Total Project Cost \$217,000

Project Period 12-25-10 through 7-4-11

Authorized Signature

Date

<b>Narrative Discussion</b>		
Applicant's Organization		
Number of Employees 100	Vehicle Type On and off road	Number of Vehicles 74
Target Fleet Bus - School	City/County Fleet	Vehicle Class Size 6 Off-road
Project Category - Select all that apply		
Retrofit <input checked="" type="checkbox"/>	Idle Reduction <input type="checkbox"/>	Vehicle Replacement <input type="checkbox"/>
Engine Replacement <input type="checkbox"/>	Other <input type="checkbox"/>	Engine Repower <input type="checkbox"/>
Environmentally Friendly Measures Practiced		Fuel Bio Diesel
Idle Reduction Policy		
Air Quality in Fleet/Equipment Use Area		
Attainment <input type="checkbox"/>		Nonattainment <input checked="" type="checkbox"/> PM
Other air quality issues		
<p>Windy City, the largest community in Dusty County, has poor air quality, and the county has been in severe non-attainment of national ambient air quality standards for a criteria pollutant imposed by the federal Clean Air Act for the last five years. Based on data from 2002 (the most recent data available), the average ambient levels of diesel particulates and air toxics in our county are above the 95th percentile for all counties in the United States. Given the population growth in Windy City over the last five years, these ambient levels are expected to have increased.</p> <p>In addition, Windy City is encircled by two interstate highways, which experience increasingly heavy traffic congestion daily. There is a large truck stop just outside of Windy City, which attracts traffic from both the north-south and east-west highways around our city.</p>		
Source of Diesel Emissions: Interstate/Highways    Truck Stop		
Other: A second source of high diesel emissions in Windy City is our fleet of snow removal trucks. Because we are located in a snow belt, we receive over 350 inches (almost 30 feet!) of snow annually, which means that our snow removal trucks are in near-constant use during our six month-long snow season.		
Approximate Population Density 50,000		
Description of Fleet Use <sup>1</sup>		
How and where is fleet used:		
The fleet to be addressed in this grant application consists of multiple vehicles, school buses, snowplows and off-road equipment.		
<p>School buses are a significant contributor of air toxics and diesel particulates, which cause or aggravate asthma. Studies have shown that students riding school buses are exposed to levels of pollutants far above the local average. In addition, children waiting near buses are directly in the exhaust zone of the idling buses. 8000 students ride our school buses for an average of an hour and a half each day. They, as well as the 7000 students who are in the schoolyard but do not ride the buses, are exposed to increased levels of diesel particles and emissions in and around our schools</p>		

that far exceed the county's ambient levels.

A second source of high diesel emissions in Windy City is our fleet of snow removal trucks. Because we are located in a snow belt, we receive over 350 inches (almost 30 feet!) of snow annually, which means that our snow removal trucks are in near-constant use during our six month-long snow season.

Finally, our city has five small bulldozers which are used for moving salt, mulch, gravel, etc., related to city needs. These bulldozers have older engines and are high emitters of pollution.

The City has adopted a policy to limit the amount of time that heavy-duty diesel fuel trucks are allowed to idle with in the city limits and utilizes bio-diesel fuel.

### How Will the Project Conserve Fuel and Reduce Emissions?

EPA/CARB certified engine/vehicle replacement configurations or verified technologies Retrofit equipment will be purchased and installed under contract with a qualified vendor using only EPA-verified diesel retrofit technologies. The contract will contain specific language requiring that the contractor provide evidence of verification.

DOCs can reduce particulate emissions by 20 percent, carbon monoxide emissions by 40 percent and hydrocarbon emissions by 50 percent. DPFs have demonstrated reductions in excess of 90 percent for HC and CO, with reductions of 85 percent for PM.

How will the project achieve a significant reduction in diesel emissions?

DOC and DPF technology significantly reduce particulate and other emissions at a reasonable cost, making it desirable for large fleets such as our school buses. This investment has a potentially large payoff for the public good, particularly for our children, and we expect to see a reduction in children's hospital admissions for asthma, as well as fewer missed school days.

Describe the age and expected lifetime of the fleet/equipment diesel emissions controls used/funded.

Only EPA/ARB verified technologies will be used and the vendor(s) will be required to supply verification documentation. These technologies have been deployed on numerous projects throughout the country. They have proven to be reliable and effective emission reduction technologies.

The expected life span of the chosen retrofit technologies is 8-10 years; this equipment will only be installed on those vehicles in the fleets that have a life expectancy that can maximize emission reduction benefits. Idle reduction equipment will only be installed on vehicles that can maximize emission reduction benefits.

Quantifiable and Unquantifiable benefits for the proposed project.<sup>2</sup>

Using US EPA's Diesel Emissions Quantifier (DEQ), estimated annual emissions reductions are as follows:

Estimated Annual Emissions Reductions from Retrofits and Cleaner Fuel

	CO (tons/yr)	NOx (tons/yr) *	HC (tons/yr)	PM (tons/yr)
School Buses	0.86	0	0.40	0.08
Snow Removal Trucks	0.10	0	0.02	0.01
Bulldozers	0.26	0	0.04	0.03

Total	1.22 (35%)	0	0.46 (57%)	0.12 (35%)
*In this example no NOx were reduced.				

**Cost Effectiveness**

Why is the technology chosen most appropriate for your fleet?  
 DPFs and DOCs can be a cost effective way to remove PM, HC and CO from diesel exhaust. Cost effectiveness is influenced by such factors as vehicle age, remaining vehicle life and vehicle usage. The EPA Diesel Emissions Quantifier was used to determine the most cost effective options for retrofitting the fleets included in this project. While cost effectiveness was one of the key factors in considering what retrofit technology was to be used, other factors that were taken into consideration included whether the technology was readily available, the complexity of installation, required maintenance, and durability. The best option was to install a combination of DPFs and DOCs on the fleets.

Describe the provisions for monitoring and verification of the project.  
 Windy City will provide the grantor copies of all purchase documents that pertain to the procurement of the retrofit equipment and will provide photographs of installed equipment.

Project partners and their roles.  
 Project partners will include the local school district and the City fleet maintenance department. These partners will allow the selected vendor access to the fleets vehicles described below and provide the necessary reports. There will not be any leveraged resources for this project.

Provide information on the sustainability of the project beyond the assistance agreement period.  
 Windy City will continue to seek funding opportunities for the reduction of diesel exhaust emissions within the city.

**Budget**

Administration costs (no more than 5%)	\$9,000
Equipment costs (include installations)	\$208,000
Other costs directly related to the project	\$0
Scrap value of equipment/engine	\$0
Total project cost <sup>3</sup>	\$0
Matching funds	\$0
Total funds requested	\$217,000

**Equipment Information – Use provided spread sheet**

**Programmatic Priorities**  
 (Please provide a narrative description for each question below.)

How does the project Maximize public health benefits?  
 The Windy City project is designed to reduce human exposures to toxic air pollutants from diesel exhaust by prioritizing emission retrofit projects which will reduce the exposures of one of the most susceptible human populations, including the elderly, young children and those with chronic respiratory conditions. Reducing children’s exposures will yield a lifetime of benefits.

How is the project the most cost effective?

DPFs and DOCs can be a cost effective way to remove PM, HC and CO from diesel exhaust. Cost effectiveness is influenced by such factors as vehicle age, remaining vehicle life and vehicle usage. The EPA Diesel Emissions Quantifier was used to determine the most cost effective options for retrofitting the fleets included in this project. While cost effectiveness was one of the key factors in considering what retrofit technology was to be used, other factors that were taken into consideration included whether the technology was readily available, the complexity of installation, required maintenance, and durability. The best option was to install a combination of DPFs, DOCs on the fleets.

Is the project in an area with high population density or a poor air quality area (including nonattainment or maintenance of national ambient air quality standards for criteria pollutants, Federal Class I areas, or areas with toxic air pollutant concerns)?

Windy City, the largest community in Dusty County, has poor air quality, and the county has been in severe non-attainment of national ambient air quality standards for a criteria pollutant imposed by the federal Clean Air Act for the last five years. Based on data from 2002 (the most recent data available), the average ambient levels of diesel particulates and air toxics in our county are above the 95th percentile for all counties in the United States. Given the population growth in Windy City over the last five years, these ambient levels are expected to have increased.

Is the project in an area that receives a disproportionate quantity of air pollution from diesel fleets, including truck stops, ports, rail yards, terminals and distribution centers?

As discussed above, most of the poor air quality areas in Windy City are located in areas of maximum populations. These cities also include a large percentage of the diesel fleet activities in Windy City. Those activities include truck stops, rail yards, shipping terminals and distribution centers.

Does this project include a certified engine configuration or verified technology that has a long expected useful life?

Only EPA/ARB verified DPFs and DOCs will be used. These technologies have been deployed on numerous projects throughout the country. They have proven to be reliable and effective emission reduction technologies.

Does this project conserve diesel fuel?

While there will be no gain in fuel economy with the use of DPFs and DOCs, there will be not be any associated fuel penalties.

1 - Use Attachment B for fleet description.

2 - Applicants can use the EPA Diesel Emissions Quantifier found at this link: [Quantifier](#).

3 - Total project cost equals cost minus scrap value.



**NEW MEXICO  
ENVIRONMENT  
DEPARTMENT**

**CLEAN DIESEL GRANT  
PROGRAM**

**INVITATION TO BID  
APPLICATION**



# New Mexico Clean Diesel Grant Program Invitation to Bid Application

Organization Name  
Mailing Address  
Physical Address  
County  
Project Manager  
Phone  
Fax  
Email  
Date

Project Type  
Number of  
Vehicles/Equipment  
**Total Funding**                   \$  
**Requested**

Project Period  
Authorized Signature

Date

<b>Narrative Discussion</b>		
Applicant's Organization		
Number of Employees	Vehicle Type	Number of Vehicles
Target Fleet	Vehicle Class Size	
Project Category - Select all that apply		
Retrofit <input type="checkbox"/>	Idle Reduction <input type="checkbox"/>	Vehicle Replacement <input type="checkbox"/> Engine Repower <input type="checkbox"/>
Engine Replacement <input type="checkbox"/>	Other <input type="checkbox"/>	
Environmentally Friendly Measures Practiced	Fuel	
Air Quality in Fleet/Equipment Use Area		
Attainment <input type="checkbox"/>	Nonattainment <input type="checkbox"/>	
Other air quality issues		
Source of Diesel Emissions:		
Other:		
Approximate Population Density		
<b>Description of Fleet Use<sup>1</sup></b>		
How and where is fleet used:		
<b>How Will the Project Conserve Fuel and Reduce Emissions?</b>		
EPA/CARB certified engine/vehicle replacement configurations or verified technologies		
How will the project achieve a significant reduction in diesel emissions?		
Describe the age and expected lifetime of the fleet/equipment diesel emissions controls used/funded.		
Quantifiable and Unquantifiable benefits for the proposed project. <sup>2</sup>		
Cost Effectiveness, why is the technology chosen most appropriate for your fleet? Provide an estimate of proposed project costs and the cost effectiveness of emission reductions (dollar/ton reduction)		
Describe the provisions for monitoring and verification of the project.		
Project partners and their roles.		
Provide information on the sustainability of the project beyond the assistance agreement period.		

<b>Budget</b>	
Administration costs (no more than 5%)	\$
Equipment costs (include installations)	\$
Other costs directly related to the project	\$
Scrap value of equipment/engine	\$
Total project cost <sup>3</sup>	\$
Matching funds	\$
Total funds requested	\$

**Equipment information – Use provided spread sheet**

**Programmatic Priorities**  
(Please provide a narrative description for each question below.)

How does the project maximize public health benefits?

How is the project the most cost effective?

Is the project in an area with high population density or a poor air quality area (including nonattainment or maintenance of national ambient air quality standards for criteria pollutants, Federal Class I areas, or areas with toxic air pollutant concerns)?

Is the project in an area that receives a disproportionate quantity of air pollution from diesel fleets, including truck stops, ports, rail yards, terminals and distribution centers?

Does this project include a certified engine configuration or verified technology that has a long expected useful life?

Does this project conserve diesel fuel?

- 1 - Use Attachment B for fleet description.
- 2 - Applicants can use the EPA Diesel Emissions Quantifier found at this link: [Quantifier](#).
- 3 -Total project cost equals cost minus scrap value.



## APPLICANT FLEET DESCRIPTION SPREADSHEET

This file is to be used as a supporting document for funding assistance from the U.S. Environmental Protection Agency. The spreadsheet is divided into three sections: Company and Project Manager Information, Project Information, and Vehicle Information. Below is an explanation of each field.

For an example of how the Applicant Fleet Description spreadsheet should be filled out, please refer to the tab labeled 'Example AFD'.

### Section One

**OrganizationName-** Enter the name of the organization applying for the grant (regardless of who will actually use the funds).

**FirstName-** Enter the FIRST name of the person applying for the grant.

**LastName-** Enter the LAST name of the person applying for the grant.

**JobTitle-** Enter the Job Title of the person applying for the grant.

**EmailAddress-** Enter the email address of the person applying for the grant.

**Address-** Enter the address of the person applying for the grant.

**City-** Enter the city of the Organization applying for the grant.

**State-** Enter the two letter postal code for the State of the Organization applying for the grant.

**ZipCode-** Enter the zip code of the Organization applying for the grant.

**OfficePhone-** Enter the phone number of the person applying for the grant.

**OfficePhoneExt-** Enter the extension of the person applying for the grant (if applicable).

### Section Two

**ProjectName-** Enter the name of the project.

**Entity-** Enter the name of the Entity who will be managing the grant (this could be the same as the Organization in section 1).

**Target Fleet-** Select from the dropdown menu provided in each cell the target fleet to be addressed.

**Number of Vehicles-** Enter the number of vehicles to be addressed.

**City-** Enter the city in which the project will take place.

**County-** Enter the county in which the project will take place.

**State-** Enter the two letter postal code for the state in which the project will take place.

**Funding Amount Requested-** Enter the grant amount requested.

**Additional Funding Source-** If there are to be matching funds, enter the source.

**Additional Funding Amount-** Enter the amount of funds provided.

### Section Three

**Vehicles can be combined on one line if all the information is the same. Please see the Example AFD tab.**

**VehicleType-** Enter the vehicle type, either "On Highway" "NonRoad".

**Vehicle Class-** Select from the dropdown menu the Vehicle Class or type of nonroad equipment.

**VehicleCount-** Enter the number of vehicles that fall under this class or type of nonroad equipment.

**Model Year-** Enter the model year of this vehicle set.

**Retrofit Year-** Enter the year in which the retrofit will take place.

**Technology-** Enter the type of technology to be used. Example: Diesel Particulate Filter, Replacement, Biodiesel 100

**Annual Miles-** For ON-HIGHWAY ONLY, Enter the average number of vehicle miles traveled per year per vehicle.

**Horsepower-** For NONROAD ONLY, Enter the average horsepower of the equipment.

**UsageRate Hours-** For NONROAD ONLY, Enter the average number of hours the equipment is used per year.

**New Mexico Environment Department  
Applicant Fleet Description Spreadsheet**



**Section 1: Company and Project Manager Information**

OrganizationName Mid America Regional Council (MARC)	FirstName Jane	LastName Smith	JobTitle Air Quality Planner	Address 1234 Main St	City Kansas City	State MO	EmailAddress smith.jane@marc.org	ZipCode 12345	OfficePhone 555-555-5555	OfficePhoneExt NA
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**Section 2: Project Information**

ProjectName Clean KC Schools	Entity Kansas City Public School District	TargetFleet School Buses	Number of Vehicles 100	City Kansas City	County Jackson	State MO	Region 7	Funding Amount Requested \$750,000	Additional Funding Source Match from School District	Additional Funding Amount \$30,000
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**Section 3: Vehicle Information:**

VehicleType	Vehicle Class	VehicleCount	Engine Make	Engine Model	Engine Model Year	Retrofit Year	Technology	Annual Miles (On highway engines only)	Horsepower (nonroad engines only)	UsageRate Hours(nonroad engines only)
On Highway	School Bus	50	International	T444E	2005	2008	Diesel Particulate Filter	13,000	NA	NA
On Highway	School Bus	50	Navistar	B250F	1998	2008	Diesel Oxidation Catalyst	13,000	NA	NA
NonRoad	Dumpers/Enders	2	unknown	unknown	1999	2008	Diesel Particulate Filter	NA	175	566



Region	Model Year	States	Sectors	Vehicle Type	Vehicle Class or Type of Nonroad Equipment	Technology
	1	1970 AK	School Buses	On Highway	Class 5	Diesel Oxidation Catalyst
	2	1971 AL	Ports	NonRoad	Class 6	Diesel Oxidation Catalyst + B10
	3	1972 AZ	Construction		Class 7	Diesel Oxidation Catalyst + B20
	4	1973 AR	Delivery Truck		Class 8A	Diesel Oxidation Catalyst + B100
	5	1974 CA	Transit Buses		Class 8B	Diesel Oxidation Catalyst + Closed Crankcase Ventilation +B10
	6	1975 CO	Locomotive		School Bus	Diesel Oxidation Catalyst + Closed Crankcase Ventilation +B20
	7	1976 CT	Refuse Hauler		Transit Bus	Diesel Oxidation Catalyst + Closed Crankcase Ventilation + B100
	8	1977 DE	Utility Vehicle		2-Wheel Tractors	Diesel Oxidation Catalyst + Emulsion
	9	1978 DC	Long Haul Trucks		ACRefrigeration	Diesel Particulate Filter
	10	1979 FL	Agriculture		Aerial Lifts	Diesel Oxidation Catalyst + Closed Crankcase Ventilation
		1980 GA	Mining		Agricultural Mowers	Diesel Oxidation Catalyst + Closed Crankcase Ventilation + ULSD (for Nonroad only)
		1981 HI	Marine		Agricultural Tractors	Diesel Oxidation Catalyst + ULSD (for Nonroad only)
		1982 ID	Other		Airport Support Equipment	Hybrid Electric Replacement with Diesel Particulate Filter
		1983 IL			Balers	Partial Flow Filter
		1984 IN			Bore/Drill Rigs	Compressed Natural Gas (CNG) Replacement
		1985 IA			Cement & Mortar Mixers	Lean NO <sub>x</sub> Catalyst/Diesel Particulate Filter
		1986 KS			Combines	Selective Catalytic Reduction
		1987 KY			Concrete/Industrial Saws	Exhaust Gas Recirculation + Diesel Particulate Filter
		1988 LA			Cranes	Ultra Low Sulfur Diesel (ULSD)
		1989 MA			Crawler Tractors	Compressed Natural Gas
		1990 ME			Crushing/Proc. Equipment	Liquid Natural Gas
		1991 MD			Dumpers/Tenders	Biodiesel (B20)
		1992 MH			Excavators	Biodiesel (B100)
		1993 MI			Ferries	Hybrid
		1994 MN			Forklifts	Engine Repower
		1995 MS			Graders	Engine Replacement
		1996 MO			Hydro Power Units	Vehicle Replacement
		1997 MT			Irrigation Sets	Direct Fired Heater
		1998 NE			Light Commercial Air Compressors	Auxiliary Power Unit
		1999 NV			Light Commercial Gas Compressors	Engine Shutdown
		2000 NH			Light Commercial Generator Sets	Other
		2001 NJ			Light Commercial Pressure Washer	
		2002 NM			Light Commercial Pumps	
		2003 NY			Light Commercial Welders	
		2004 NC			Locomotives Line-Haul	
		2005 ND			Locomotives Switch	
		2006 OH			Locomotives Other	
		2007 OK			Logging Equip Fell/Bunch/Skidder	
		2008 OR			Logging Equipment Chain Saws > 6	
		2009 PA			Logging Equipment Shredders > 6	
		2010 RI			Off-Highway Tractors	
		2011 SC				
		2012 SD				

TN  
TX  
UT  
VT  
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Off-highway Trucks  
Other Agricultural Equipment  
Other Construction Equipment  
Other General Industrial Equipment  
Other Material Handling Equipment  
Pavers  
Paving Equipment  
Plate Compactors  
Railway Maintenance  
Rollers  
Rough Terrain Forklifts  
Rubber Tire Dozers  
Rubber Tire Loaders  
Scrapers  
Signal Boards  
Skid Steer Loaders  
Sprayers  
Surfacing Equipment  
Swathers  
Sweepers/Scrubbers  
Tampers/Rammers (unused)  
Terminal Tractors  
Tillers > 6 HP  
Tractors/Loaders/Backhoes  
Trenchers

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